TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Namaste Laboratories, L.L.C.		09/27/2007	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	Harris N.A.
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	78667835	LOVE SPRINGS
Serial Number:	78787882	FLEXIBILITY
Serial Number:	78741273	WRAPPED
Serial Number:	78586621	ORGANIC ROOT
Registration Number:	3235401	"HONORING THE BEAUTY WITHIN"
Serial Number:	78551002	NAMASTE
Serial Number:	78642826	"HONORING THE BEAUTY WITHIN"
Serial Number:	78554684	HAIRNUTRITION
Registration Number:	2951792	ROOT STIMULATOR
Serial Number:	77185646	ORGANIC ROOT STIMULATOR HAIR FERTILIZER
Serial Number:	77185641	ORGANIC ROOT STIMULATOR WEAVE RX
Serial Number:	77165679	ORGANIC ROOT STIMULATOR WEAVE RX
Registration Number:	2517043	
Serial Number:	76427075	ORGANIC ROOT STIMULATOR STRONGER LONGER

CH $665.00 78667835

Registration Number:	2697020	ORGANIC ROOT STIMULATOR
Registration Number:	3136160	STRONGER LONGER
Registration Number:	3136145	STRONGER LONGER
Registration Number:	2872949	ORGANIC ROOT SALON
Serial Number:	76500795	DEMI PERM
Serial Number:	76500794	DEMI PERM
Serial Number:	76487603	DEMI PERM
Registration Number:	2667418	ANTI-BUMP
Registration Number:	2687619	THIN HAIR FORMULA
Registration Number:	2570801	ORGANIC ROOT STIMULATOR
Registration Number:	2124517	ROOT STIMULATOR
Serial Number:	75103598	NATURE'S BEAUTY SHOPPE

CORRESPONDENCE DATA

Fax Number: (312)803-5299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (312) 845-3430

Email: kalwa@chapman.com

Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1612605
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	10/01/2007

Total Attachments: 6

source=2310321.01.03#page1.tif

source=2310321.01.03#page2.tif

source=2310321.01.03#page3.tif

source=2310321.01.03#page4.tif

source=2310321.01.03#page5.tif

source=2310321.01.03#page6.tif

TRADEMARK COLLATERAL AGREEMENT

This 27th day of September, 2007, NAMASTE LABORATORIES, L.L.C., an Illinois limited liability company (*"Debtor"*), with its principal place of business and mailing address at 13636 South Western, Blue Island, Illinois 60406, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants HARRIS N.A., a national banking association (*"Secured Party"*) with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, a lien on, and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Amended and Restated General Security Agreement dated as of even date herewith between the Debtor and the Secured Party, as the same may be amended, modified, supplemented or restated from time to time (the *"Security Agreement"*).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as *"Intent-To-Use Applications"*), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NAMASTÉ LABORATORIES, L.L.C.

By _____
Name: Gary E. Gardner
Its: President

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

HARRIS N.A.

By _____
Name: _____
Its: _____

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NAMASTÉ LABORATORIES, L.L.C.

By _____
Name: _____
Its: _____

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

HARRIS N.A.

By _____
Name: _____
Its: JOSEPH G. DILLON
MANAGING DIRECTOR

SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK REGISTRATIONS
AND PENDING APPLICATIONS

Mark	Registration/ Application Number	Registration/ Application Date	Status
LOVE SPRINGS	78/667,835	July 11, 2005	Pending
FLEXIBILITY	78/787,882	January 9, 2006	Pending
WRAPPED	78/741,273	October 26, 2005	Abandoned
ORGANIC ROOT	78/586,621	March 14, 2005	Abandoned
"HONORING THE BEAUTY WITHIN"	3,235,401	April 24, 2007	Registered
NAMASTE	78/551,002	January 20, 2005	Opposition pending with TTAB
"HONORING THE BEAUTY WITHIN"	78/642,826	June 2, 2005	pending
HAIRNUTRITION	78/554,684	January 26, 2005	Pending
ROOT STIMULATOR	2,951,792	May 17, 2005	Registered
ORGANIC ROOT STIMULATOR HAIR FERTILIZER	77/185,646	May 21, 2007	Pending
ORGANIC ROOT STIMULATOR WEAVE RX	77/185,641	May 21, 2007	Pending
ORGANIC ROOT STIMULATOR WEAVE RX	77/165,679	April 25, 2007	Pending
	2,517,043	December 11, 2001	Registered
ORGANIC ROOT STIMULATOR STRONGER LONGER	76/427,075	July 2, 2002	Abandoned

Mark	Registration/ Application Number	Registration/ Application Date	Status
ORGANIC ROOT STIMULATOR ORGANIC ROOT Stimulator	2,697,020	March 18, 2003	Registered
STRONGER LONGER	3,136,160	August 29, 2006	Registered
STRONGER LONGER	3,136,145	August 29, 2006	Registered
ORGANIC ROOT SALON	2,872,949	August 10, 2004	Registered
DEMI PERM	76/500,795	March 26, 2003	Abandoned
DEMI PERM	76/500,794	March 26, 2003	Abandoned
DEMI PERM	76/487,603	February 5, 2003	Abandoned
ANTI-BUMP	2,667,418	December 24, 2002	Registered
THIN HAIR FORMULA	2,687,619	February 11, 2003	Registered
ORGANIC ROOT STIMULATOR	2,570,801	May 21, 2002	Registered
ROOT STIMULATOR	2,124,517	December 23, 1997	Registered
NATURE'S BEAUTY SHOPPE	75/103,598	May 13, 1996	Abandoned

SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

None.